



To enrich lives through effective and caring service

SMALL CRAFT HARBOR COMMISSION

AGENDA

October 12, 2011

10:00 A.M.

BURTON W. CHACE PARK COMMUNITY ROOM

13650 MINDANAO WAY

MARINA DEL REY, CA 90292



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of September 14, 2011

3. **COMMUNICATION FROM THE PUBLIC**

This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **REGULAR REPORTS**

(DISCUSS REPORTS)

- a. Marina Sheriff - September
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events

5. **OLD BUSINESS**

- a. None

6. **NEW BUSINESS**

- a. Approval of Renewal of Option to Amend Lease Agreement to Facilitate Redevelopment for Bay Club Marina (Parcel 8)

(RECOMMEND TO BOARD
OF SUPERVISORS)

7. **STAFF REPORTS**

(DISCUSS REPORTS)

Ongoing Activities

- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- Venice Pumping Plant Dual Force Main Project Update
- Oxford Basin Project Update
- Redevelopment Project Status Report
- Design Control Board Minutes
- Unlawful Detainer Actions
- Bike Access on Strip of Land between Ocean Front Walk and the Beach
- Marina Slip Vacancy Report

8. **ADJOURNMENT**

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.

2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: <http://marinadelrey.lacounty.gov>

Department of Beaches and Harbors
Administration Building
13837 Fiji Way
Marina del Rey, CA 90292

MdR Visitors & Information Center
4701 Admiralty Way
Marina del Rey, CA 90292

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

Lloyd Taber-Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at <http://marinadelrey.lacounty.gov>

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9503.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

SMALL CRAFT HARBOR COMMISSION MINUTES

September 14, 2011 – 10:00 a.m.

Commissioners: David Lumian, Chair; Dennis Alfieri, Vice Chair; Allyn Rifkin, Commissioner; Russ Lesser, Commissioner; Vanessa Delgado, Commissioner;

Department of Beaches and Harbors: Santos Kreimann, Director; Gary Jones, Deputy Director; Charlotte Miyamoto, Chief of Asset Management Division; Catrina Love, Senior Marketing Analyst, Community and Marketing Services Division.

County: Lawrence Hafetz, Principal Deputy County Counsel; Lieutenant Reginald Gautt, Sheriff's Department;

Call to Order and Pledge of Allegiance:

Chair Lumian called the meeting to order at 10:05 a.m., followed by the Pledge of Allegiance.

Approval of Minutes:

Commissioner Rifkin made a suggestion on the minutes to clarify his comments.

Jon Nahhas commented that the minutes were not detailed enough.

Motion to approve by Commissioner Alfieri, seconded by Commissioner Lesser, unanimously approved.

Item 3 – Communication from the Public:

Liz Greenberger spoke about her program called ROWLA.

Commissioner Rifkin spoke about the Westside Mobility Study.

Jon Nahhas commented on the lessee's strategy for contending with high slip vacancy.

Item 4a - Sheriff Regular Reports

Lieutenant Gautt gave his report during which he mentioned the high incidence of bicycle thefts in the Marina and provided information on the National Bike Registry.

John Rizzo spoke about a solution to the bicycle thefts.

Chair Lumian asked staff to pass along to the lessees the Sheriff's information on the National Bike Registry.

Commissioner Delgado asked staff to have lessees notify their apartment tenants about the National Bike Registry.

Mr. Jones replied the Department will send out the notice.

Item 4b – Marina del Rey and Beach Special Events Report

Ms. Love provided information on upcoming Marina events.

Ms. Love reported to the Commission that the Department did not provide input on the photo essay published in an area newspaper.

Commissioner Rifkin asked about the activities on the Discover Marina del Rey day and asked how other residents in the County are notified.

Ms. Love provided the information.

Commissioner Rifkin wanted to confirm all County residents have a way to be notified.

Item 5 – Update on Marketing Activities by Lessees

Mr. Jones delivered the report. He also described a response he provided to an email sent by Jon Nahhas regarding vacancies in MDR anchorages.

Jon Nahhas commented on lessee's lack of effort to lease vacant slips.

Commissioner Lesser commented that all proposed re-developments are leaving a specific number of small boat slips in place in their new projects. Commissioner Lesser provided his analysis that lowering slip rental rates in an attempt to fill a 20% vacant marina would ultimately result in lower total income even at 100% occupancy.

Larry Koch commented on the deterioration of the marinas being facilitated by opposition groups' efforts to stall re-development.

Chair Lumian asked about a breakdown in vacancy that delineates functionally obsolete/buddy slips/slips in disrepair vs. market vacant slips.

Gary Jones responded that slips are individually monitored at this point.

Chair Lumian commented that the information on reasons for slip vacancy would be helpful in the future. He asked Mr. Kreimann about any department preference for larger boats.

Mr. Kreimann commented that vacancy Marina-wide was a result of not having the right kind of product (slips of a specific size class) available. He described the methodology for bundling the Master Waterside Coastal Development Permit to accommodate redevelopment.

Commissioner Delgado commented that she felt macro-economic conditions were the cause of high slip vacancies.

Larry Koch again commented that community opposition was needlessly delaying re-development.

Jon Nahhas commented that if macro-economic conditions were at work that all harbors would have similarly high vacancy rates.

Mr. Kreimann pointed out that he felt that the Marina had the wrong product overall.

Item 6a – Approval of Renewal of Option to Amend Lease Agreement to Facilitate Redevelopment for Holiday Marina (Parcel 21)

Mr. Jones provided a description of the proposed action.

John Rizzo spoke in opposition of the item, about enforcing price controls and excessive returns enjoyed by the developer.

Jon Nahhas commented that the project was withdrawn from the California Coastal Commission hearing in November 2009.

Mr. Kreimann explained that the item was withdrawn because by the time the item was to be heard, a number of the Commissioners had left the meeting. The Department then made a decision to pull the item until all of the Commissioners were briefed on the action before the Coastal Commission.

Mr. Jones further commented that additional delays were a result of landside entitlement requirements.

Commissioner Delgado asked if the project is ready to go back to the Coastal Commission.

Mr. Kreimann replied that the scheduling was imminent.

Steve Cordoba commented that the anchorage owners are entitled to a reasonable profit.

Larry Koch commented that the length of the extension request indicates the length of time necessary to move forward with Marina entitlement projects.

Vice Chair Alfieri asked about project financing.

Sherman Gardner, lessee representative, explained that they are fully committed to moving this project forward.

Commissioner Lesser commented that the entitlement projects take too long to complete.

Commissioner Delgado asked if 66 months were sufficient to secure all necessary entitlements.

Mr. Jones replied yes, and explained the structure of the Option extension.

Chair Lumian asked if entitlements hurdles have been met by this project.

Mr. Jones explained about the steps cleared by the lessee in moving forward with completing the entitlements.

Motion to approve by Commissioner Lesser, seconded by Commissioner Delgado, unanimously approved.

Item 6b – Approval of Renewal of Lease Option Agreement to Facilitate Redevelopment for Oceana retirement Facility (Parcel OT)

Mr. Jones provided a description of the proposed action.

John Rizzo expressed dissatisfaction with the structure of the proposed transaction.

Steve Cordoba supported the project as proposed.

Jon Nahhas commented about public subsidy of the project rather than using the lands for the benefit of the public and the project delays due to contraventions with the Local Coastal Plan.

Mr. Kreimann clarified comments made by Mr. Nahhas relating to the November 2009 Coastal Commission hearing on Marina del Rey items relating to Parcel 21.

Commissioner Lesser commented that the makeup of the Coastal Commission is such that seven votes are required to pass an item and that if the Commission meeting is lightly attended then prudence would be to wait until a larger quantity of Commissioners is in attendance.

Chair Lumian requested a clarification of the action before the Commission.

Mr. Kreimann described in detail the action before the Commissioners.

Mr. Hafetz further described the action before the Commissioners.

Mr. Jones described the nature of the extension being proposed.

Larry Koch commented about the availability of parking in the area surrounding the proposed project.

Chair Lumian clarified the nature of the item before the Commission.

Motion to approve by Commissioner Rifkin, seconded by Commissioner Delgado, unanimously approved.

Item 6c – Report on Recreational Opportunities for Small Boat and personal Watercraft Users

Ms. Miyamoto provided the report.

Barry Fisher spoke of Parcel NR being removed as a pipeline project, the type of public boating facility for Marina Beach area and his input relating to a Chace park facility.

Jon Nahhas commented that the report lacked detail and about recreational boating programs.

Russ Carrington described a shortage of access and storage facilities in the Marina.

Mr. Kreimann described the nature of the application for grant money to build a boathouse at Chace Park.

Commissioner Rifkin inquired about budgets for programs.

Mr. Kreimann responded with a description of how the Department is partnering with school districts and the Venice Boys and Girls Club to promote water access for local children. He also shared that the Department has now been budgeted for a boating section within the Department to promote small boater uses in the Marina.

Commissioner Rifkin asked if there was the ability to monitor and report on the W.A.T.E.R. program usage.

Mr. Kreimann answered that it was possible and that an activity report could be provided for the November meeting.

Chair Lumian pointed out that the Marina has a long history of providing access to boaters and described that history.

Item 7a – Staff Report

Mr. Jones delivered the ongoing activities report.

Adjournment

Chair Lumian adjourned the meeting at 11:55 a.m.



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2011



Liveaboard Permits Issued

| | August | September |
|---------------------------|--------|-----------|
| New permits Issued: | 4 | 3 |
| Renewal Issued: | 16 | 20 |
| <hr/> | | |
| Total: | 20 | 23 |
| Notices to Comply Issued: | 36 | 16 |

| Totals: | August | September |
|------------------|--------|-----------|
| <hr/> | | |
| Liveaboard: | 289 | 293 |
| Current Permits: | 192 | 210 |
| Expired Permits: | 69 | 56 |
| No Permits: | 28 | 27 |

Total reported vessels in Marina del Rey Harbor:

4690

Percentage of vessels that are registered liveaboards

6.25%

Number of currently impounded vessel:

12



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES SEPTEMBER 2011**



| | West Marina 2760 | East Marina 2761 | Lost R.D. 2762 | Marina Water 2763 | Upper Ladera 2764 | County Area 2765 | Lower Ladera 2766 | Windsor Hills 2767 | View Park 2768 | TOTALS |
|----------------------------------|------------------------|------------------------|----------------------|-------------------------|-------------------------|------------------------|-------------------------|--------------------------|----------------------|--------|
| Homicide | | | | | | | | | | 0 |
| Rape | | | | | | | | | | 0 |
| Robbery: Weapon | | | | | | | | | | 0 |
| Robbery: Strong-Arm | | 1 | | | | | | | | 1 |
| Aggravated Assault | 1 | | | | | 1 | 1 | 2 | | 5 |
| Burglary: Residence | 1 | | | 1 | 1 | | 2 | 1 | 5 | 11 |
| Burglary: Other Structure | 3 | | | | | 1 | 1 | 2 | | 7 |
| Grand Theft | 4 | 3 | | | 1 | | 2 | | 1 | 11 |
| Grand Theft Auto | 3 | | | | | | 2 | 1 | 1 | 7 |
| Arson | | | | | 1 | | | | | 1 |
| Boat Theft | | | | | | | | | | 0 |
| Vehicle Burglary | 2 | 1 | | | | | 2 | 5 | 5 | 15 |
| Boat Burglary | | | | 1 | | | | | | 1 |
| Petty Theft | 4 | | | | | | | 9 | 7 | 20 |
| REPORTING DISTRICTS TOTALS | 18 | 5 | 0 | 2 | 3 | 2 | 10 | 20 | 19 | 79 |

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** October 03, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES - SEPTEMBER 2011



| Community Advisory Committee | Upper Ladera 2764 | Lower Ladera 2766 |
|------------------------------------|-------------------------|-------------------------|
| Homicide | 0 | 0 |
| Rape | 0 | 0 |
| Robbery: Weapon | 0 | 0 |
| Robbery: Strong-Arm | 0 | 0 |
| Aggravated Assault | 0 | 1 |
| Burglary: Residence | 1 | 2 |
| Burglary: Other Structure | 0 | 1 |
| Grand Theft | 1 | 2 |
| Grand Theft Auto | 0 | 2 |
| Arson | 1 | 0 |
| Boat Theft | 0 | 0 |
| Vehicle Burglary | 0 | 2 |
| Boat Burglary | 0 | 0 |
| Petty Theft | 0 | 0 |
| Total | 3 | 10 |

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** October 03, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- SEPTEMBER 2011



| | MARINA AREA (RD'S 2760- 2763) | EAST END (RD'S 2764- 2768) |
|---------------------------|-------------------------------------|----------------------------------|
| Part I Crimes | | |
| Homicide | 0 | 0 |
| Rape | 0 | 0 |
| Robbery: Weapon | 0 | 0 |
| Robbery: Strong-Arm | 1 | 0 |
| Aggravated Assault | 1 | 4 |
| Burglary: Residence | 2 | 9 |
| Burglary: Other Structure | 3 | 4 |
| Grand Theft | 7 | 4 |
| Grand Theft Auto | 3 | 4 |
| Arson | 0 | 1 |
| Boat Theft | 0 | 0 |
| Vehicle Burglary | 3 | 12 |
| Boat Burglary | 1 | 0 |
| Petty Theft | 4 | 16 |
| | | |
| Total | 25 | 54 |

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared –** October 03, 2011
CRIME INFORMATION REPORT - OPTION B



To enrich lives through effective and caring service

October 6, 2011



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

TO: Small Craft Harbor Commission

FROM: *Gary Jones*
for Santos H. Kreimann, Director

SUBJECT: **AGENDA ITEM - MARINA DEL REY AND BEACH SPECIAL EVENTS**

MARINA DEL REY

DISCOVER MARINA DEL REY 2011

Sponsored by the Los Angeles County Department of Beaches and Harbors
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey ♦ CA ♦ 90292
Sunday, October 9
11:00 a.m. to 4:00 p.m.

Discover Marina del Rey 2011 is a community event that can be enjoyed free of charge to the public, featuring booths from various organizations on health, safety and the environment, plus water events, inflatables, games, music, arts & crafts and children's marionette shows. Visitors who wish to access the popular inflatables, games and a receive a pumpkin from the pumpkin patch must pay \$5.00 for a wristband. Food will also be available for purchase at the park's restaurant, Hornblower Café, throughout the day.

Event parking is available for \$8 in County Lots #77 and #4 located at 13560 and 13500 Mindanao Way respectively.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

Sponsored by Pacific Ocean Management, LLC
All concerts from 2:00 p.m. - 5:00 p.m.

Saturday, October 8

The Kid & Nic Show, playing Classic American Music

Sunday, October 9

2 AZZ 1, playing Smooth Jazz

Saturday, October 15

Jimbo Ross & The Bodacious Blues Bands, playing Blues

Sunday, October 16

Brasil Brazil, playing Bossa Nova/Samba

Saturday, October 22

Jimi Nelson & The Drifting Cowboys, playing Country & Western

Sunday, October 23

The Elian Project, playing Latin Contemporary

Saturday, October 29

Friends, playing Rhythm & Blues

Sunday, October 30

Bob DeSena, playing Latin Jazz

For more information call: Pacific Ocean Management at (310) 822-6866

BEACH EVENTS

BEACH NATURE WALKS

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles ♦ 90245

9:00 am – 10:30 am

The Los Angeles County Department of Beaches and Harbors is teaming up with the Los Angeles Audubon Society to provide free guided nature walks on Dockweiler Beach. In particular, you will look for the Western Snowy Plovers, a tiny bird that spends its life on the beach eating, sleeping, resting and laying its eggs right in the sand! You will be walking on the beach, so dress appropriately and bring plenty of water. **Space is limited, so please call to pre-register at (310) 726-4128.** A parking pass is available for \$2 at the Dockweiler Youth Center office.

WINTER 2011 DATES

Sundays - October 9, October 16, November 13, November 20 and December 11

For more information call: (310) 726-4128

SKECHERS PIER TO PIER FRIENDSHIP WALK

City of Hermosa Beach

Sunday, October 30, 2011

8 am – 12 pm

This annual Skechers Pier to Pier Friendship Walk is a 3.4-mile event, from Manhattan Beach Pier to Hermosa Beach Pier. The event is devoted to improving the lives of children with special needs.

THE TORCH RELAY FOR CHILDREN'S MIRACLE NETWORK

Redondo Beach

Saturday, October 22 - 8:00 a.m.

Join in Los Angeles County's segment of the Torch Relay for the Children's Miracle Network Hospitals. The Annual 5k Walk/5k Run covers 43 markets, beginning on the East Coast and moving to the West Coast then heads back to the East Coast covering 10,000 miles. The participants help raise money for equipment and for uncompensated care. All proceeds benefit the Children's Miracle Network Hospitals.

For more information call: (800) 409-2544 or visit the website www.torch-relay.org

SHK:CML:cm



To enrich lives through effective and caring service



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

October 6, 2011

To: Small Craft Harbor Commission

From: *Gary Jones*
for Santos H. Kreimann, Director

Subject: **ITEM 6a – APPROVAL OF RENEWAL OF OPTION TO AMEND
LEASE AGREEMENT TO FACILITATE REDEVELOPMENT –
BAY CLUB APARTMENTS AND MARINA (Parcel 8 at 14015
Tahiti Way)**

Item 6a on your agenda pertains to the request for approval of an option renewal for Parcel 8, extending the option for up to a maximum of 18 months because of delays unanticipated by either the County or NF Marina, LP with regard to the processing of entitlements and satisfaction of other option conditions regarding NF Marina, LP's proposed lease extension and renovation of a 205 unit apartment building, and the complete redevelopment of a marina with 207 slips and 11 end-ties on Parcel 8.

Attached is a copy of the Board letter that explains the details of the proposed agreement. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed renewal as contained in the attached letter is requested.

SHK:mk

Attachments



October 18, 2011

To enrich lives through effective and caring service



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS:
APPROVAL OF RENEWAL OF OPTION TO AMEND LEASE AGREEMENT TO
FACILITATE REDEVELOPMENT –
PARCEL 8T (BAY CLUB APARTMENTS AND MARINA) – MARINA DEL REY
(FOURTH DISTRICT)
(4 VOTES)**

SUBJECT

Request for approval of Renewal of Option to Amend Lease Agreement for Parcel 8T extending for 18 months the period for NF Marina, LP's completion of various actions, including obtaining financing, required prior to exercising its option regarding its proposed renovation of the apartment buildings and docks.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your Board has previously considered and adopted the Mitigated Negative Declaration for the Marina Bay Club Apartments and Marina lease extension and renovation project (Parcel 8T).
2. Authorize the Mayor to execute the attached Renewal of Option to Amend Lease Agreement, granting: a) an extension of the Option for 18 months to December 8, 2012, upon payment by NF Marina, LP of an additional non-refundable \$100,000 extension fee; and b) County the right to participate in the proceeds from any sale or transfer of the property prior to Lessee's exercising the Option.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 8, 2009, your Board granted NF Marina, LP ("Lessee") an option ("Option") to extend the Parcel 8T lease by 30 years from its current June 7, 2021 expiration date to June 7, 2051. The Option Agreement included an approved form of

HOA.828453.214632186.1

satisfaction of various requirements, including evidence that the Lessee had sufficient project financing. Lessee paid a non-refundable option fee of \$100,000 upon grant of the Option and has agreed to spend no less than \$20.0 million for renovation of all existing apartment buildings to include apartment unit interiors, building facades, club house, interior and exterior common areas, as well as replacement of landscaping, hardscape, and the existing marina, and upgrading of the waterfront promenade to current Marina standards. Among the other negotiated points, Lessee agreed to an increase of the County's percentage rent rate for apartment units to 14.5 percent, subject to certain offsets during the first 20 years of the term.

The Option expired on June 8, 2011. During the Option period, Lessee diligently pursued its entitlements and was able to obtain them, including approvals from the Department of Regional Planning and the Coastal Commission, but was not able to complete other required actions prior to the expiration of the Option. The major reason for Lessee's inability to complete all the required actions is that Lessee has not been able to secure financing. Lessee has requested that it be given until December, 2012 to either acquire its financing and complete all the other required actions (e.g., final approval of plans) for exercise of the option or find a buyer for the leasehold capable of financing the project.

In consideration for renewing the Option and extending the expiration date, Lessee has agreed to the following: (1) payment of an additional \$100,000 Option Extension Fee upon signing of the Renewal of Option to Amend Lease Agreement ("Renewal of Option"), which provides for the renewal of the Option and an extension of 18 months to December 8, 2012; and b) amending the Option whereby the County will participate in proceeds from any sale or transfer of the property prior to Lessee's exercising the Option.

Our economic consultant has reviewed the consideration being paid for the Renewal of Option and has found that the County is receiving fair value for the amount of time that it is granting to extend the date to implement the transaction as previously negotiated.

Implementation of Strategic Plan Goals

The County Strategic Plan directs that we maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow the Lessee to continue its effort towards the proactive redevelopment of the parcel, which will help the County achieve fiscal sustainability (Strategic Plan Goal No. 1, Strategy No.1).

FISCAL IMPACT/FINANCING

Operating Budget Impact

Upon your Board's approval and the Mayor's execution of the Renewal of Option, the Department of Beaches and Harbors' operating budget will receive a \$100,000 payment. The \$100,000 payment was not included in the 2011-12 Adopted Budget; therefore, it will be accounted for as over-realized revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Option to extend the lease for Parcel 8T commenced on December 8, 2009 and had an initial term of twelve months with the possibility of extensions by the Director of Beaches and Harbors ("Director") for up to an additional year for the purpose of Lessee's receipt of the regulatory approvals for the renovation. The Director granted one 6-month extension during which time Lessee received all of the remaining required regulatory approvals for the entitlements. Under the terms of the Option, the Director was able to extend the Option to provide additional time only to obtain regulatory entitlements, not for financing. The attached Renewal of Option will grant the renewal and extension described above for pursuit by Lessee of financing or a buyer for the leasehold capable of financing the project. The extension will be for 18 months to December 8, 2012.

At its meeting of October 12, 2011, the Small Craft Harbor Commission will have considered the recommendations to approve the new lessee, and its action will have been communicated to your Board prior to your Board's consideration of the matter.

County Counsel has approved the Renewal of Option as to form.

ENVIRONMENTAL DOCUMENTATION

On December 8, 2009, your Board considered and adopted the Mitigated Negative Declaration and the Mitigation Monitoring Program for the proposed renovation project in compliance with the California Environmental Quality Act. The recommended actions do not raise any new or substantive environmental impacts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send one copy of this Board Letter, as approved, and two copies of the executed Renewal of Option to the Department of Beaches and Harbors.

Respectfully submitted,

The Honorable Board of Supervisors
October 18, 2011
Page 4

Santos H. Kreimann, Director

SHK:GJ:dlg

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

**RENEWAL OF OPTION TO AMEND LEASE AGREEMENT
(Parcel 8T)**

THIS RENEWAL OF OPTION TO AMEND LEASE AGREEMENT ("**Renewal Agreement**") is made as of _____, 2011 between COUNTY OF LOS ANGELES ("**County**"), and NF MARINA LP, a California limited partnership ("**Lessee**").

RECITALS

A. County and Vadim P. Kondratief, dba V.P.K. Investment & Development Company (the "**Original Lessee**"), entered into Lease No. 4985, dated October 4, 1961, as amended (the "**Existing Lease**"), regarding the lease from County of certain real property in the Marina del Rey Small Craft Harbor now commonly known as Parcel No. 8T, as more particularly described in the Existing Lease (the "**Premises**").

B. County and Lessee, as current successor-in-interest to the Original Lessee's interest under the Existing Lease, entered into that certain Option to Amend Lease Agreement dated as of December 8, 2009 (the "**Option Agreement**"), whereby County granted Lessee an option (referenced in the Option Agreement as the "**Option**") to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically set forth in the Option Agreement, including, without limitation, (i) an extension of the term of the Existing Lease through June 7, 2051, and (ii) the redevelopment of the Premises in accordance with the terms and provisions of the Option Agreement.

C. In accordance with the terms and provisions of Section 2 of the Option Agreement, the Outside Date for the exercise by Lessee of the Option was originally December 8, 2010, and was subsequently extended by Director to June 8, 2011.

D. Lessee has received all Entitlements for the construction of the Redevelopment Work, but not all of the other conditions precedent to the exercise of the Option were satisfied by June 8, 2011 and Lessee did not exercise the Option by June 8, 2011.

E. Lessee has requested County to renew the Option Agreement and to extend the Option Expiration Date under the Option Agreement to December 8, 2012, and County is willing to do so on and subject to the terms and provisions of this Renewal Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. Capitalized Terms. All capitalized terms used in this Renewal Agreement but not otherwise defined herein shall have the same meanings given to such terms in the Option Agreement.

2. Renewal of Option. The Option set forth in the Option Agreement is hereby renewed on the same terms and conditions as set forth in the Option Agreement, which is incorporated into this Renewal Agreement as though fully set forth herein, except that the terms and provisions of the Option Agreement as incorporated herein are modified in accordance with the remaining terms and provisions of this Renewal Agreement. County and Lessee hereby acknowledge and agree that the Option remains in full force and effect and that the Option has been reinstated by this Renewal Agreement retroactive to prior to the expiration of the Option Term that was in effect prior to this Renewal Agreement.

3. Extension of Option Expiration Date. Section 2 of the Option Agreement is hereby amended in its entirety to read in full as follows:

“2. Option Term. The term of the Option (the “**Option Term**”) shall commence on the date of this Agreement and expire on December 8, 2012 (the “**Option Expiration Date**”).”

4. Option Extension Fee. Concurrently herewith, Lessee has paid to County the sum of One Hundred Thousand Dollars (\$100,000.00) (the “**Option Extension Fee**”) in consideration for County’s execution and delivery of this Renewal Agreement and County’s renewal of the Option and extension of the Option Expiration Date as set forth above. The Option Extension Fee shall be added to and considered as a part of the Option Fee referenced in Section 4 of the Option Agreement, such that the total Option Fee shall be Two Hundred Thousand Dollars (\$200,000.00). The entire Two Hundred Thousand Dollar (\$200,000.00) Option Fee (including the Option Extension Fee) shall be non-refundable except in the case of a termination of the Option Agreement due to a County Default under the Option Agreement. All references in the Option Agreement and the Restated Lease to the Option Fee (including, without limitation, the reference to the Option Fee in Subsection 4.8.1.1 of the Restated Lease) shall hereafter mean and refer to the original One Hundred Thousand Dollar (\$100,000) Option Fee (which County hereby acknowledges has been paid) plus the additional One Hundred Thousand Dollar (\$100,000.00) Option Extension Fee.

5. No Further Extensions Pursuant to Section 6 of Option Agreement. As further consideration for the extension of the Option Expiration Date set forth in this Renewal Agreement, County and Lessee agree that there shall be no further right to extend the Outside Date or the Option Expiration Date pursuant to Section 6 of the Option Agreement. Section 6 of the Option Agreement is hereby terminated.

6. Changes of Ownership and Financing Events During the Option Term. As additional consideration for the extension of the Option Expiration Date set forth in this Renewal Agreement, Lessee agrees that terms and provisions

similar to those set forth in Sections 4.6 through 4.8 of the Restated Lease (as modified and set forth in Sections 6.1 through 6.4 below) pertaining to Changes of Ownership and Financing Events (as such terms are defined in the Restated Lease) shall be applicable to the Existing Lease during the remaining Option Term. Upon the expiration of the Option Term without exercise of the Option, this Section 6 shall terminate. If the Option is exercised, then commencing after the Effective Date of the Restated Lease, this Section 6 shall terminate and the terms and provisions of the Restated Lease shall control with respect to any Changes of Ownership or Financing Events that occur after the Effective Date of the Restated Lease. If a Change in Ownership or Financing Event occurs concurrent with the execution and delivery of the Restated Lease, then the terms and provisions of this Section 6 shall control with respect to such Change of Ownership or Financing Event and for purposes of the application of this Section 6, such Change of Ownership or Financing Event shall be considered to have occurred under the Existing Lease (as opposed to under the Restated Lease). Any capitalized terms set forth in Sections 6.1 through 6.4 below that are not defined in this Renewal Agreement shall have the same meanings given to such terms in the Restated Lease.

6.1 Changes of Ownership and Financing Events. Except as otherwise provided in this Section 6.1, each time during the period during which this Section 6 is in effect Lessee proposes either (a) a Change of Ownership (that is not an Excluded Transfer) or (b) a Financing Event, County shall be paid (1) an Administrative Charge equal to the Actual Cost incurred by County in connection with its review and processing of said Change of Ownership or Financing Event ("**Administrative Charge**"), and (2) a Net Proceeds Share, in the event such Change of Ownership or Financing Event is consummated. "**Net Proceeds Share**" shall mean the applicable amount determined pursuant to Section 6.3 below. Changes of Ownership and Financing Events are further subject to County approval as and to the extent required under the Existing Lease.

6.1.1 Change of Ownership. "**Change of Ownership**" shall mean (a) any transfer by Lessee of a five percent (5%) or greater direct ownership interest in the Existing Lease, (b) the execution by Lessee of a Major Sublease or the transfer by the Major Sublessee under a Major Sublease of a five percent (5%) or greater direct ownership interest in such Major Sublease, (c) any transaction or series of related transactions not described in subsections 6.1.1(a) or (b) which constitute an Aggregate Transfer of fifty percent (50%) or more of the beneficial interests in Lessee or a Major Sublessee, or (d) a Change of Control (as defined below) of Lessee or a Major Sublessee. For the purposes of this Lease, "**Change of Control**" shall refer to a transaction whereby the transferee acquires a beneficial interest in Lessee or a Major Sublessee which brings its cumulative beneficial interest in Lessee or a Major Sublessee, as applicable, to greater than fifty percent (50%).

6.1.2 Excluded Transfers. Notwithstanding anything to the contrary contained in this Lease, Changes of Ownership resulting from the following

transfers (“**Excluded Transfers**”) shall not be deemed to create an obligation to pay County a Net Proceeds Share:

6.1.2.1 a transfer by any direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee’s ownership structure) as of the date of this Renewal Agreement, to any other direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee’s ownership structure) as of the date of this Renewal Agreement, including in each case to or from a trust for the benefit of the immediate family (as defined in Subsection 6.1.2.3 below) of any direct or indirect partner, shareholder or member of Lessee who is an individual;

6.1.2.2 a transfer to a spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, as long as such transfer does not result in a Change of Control of Lessee or a change in the managing member or general partner of Lessee;

6.1.2.3 a transfer of ownership interests in Lessee or in constituent entities of Lessee (i) to a member of the immediate family of the transferor (which shall be limited to the transferor’s spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, or (iii) from such a trust or any trust that is an owner in a constituent entity of Lessee as of the date of this Renewal Agreement, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this Subsection 6.1.2.3 is the result of gift, devise, intestate succession or operation of law;

6.1.2.4 a transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, where such entity is a corporation or other entity whose stock (or securities) is (are) traded publicly on a national stock exchange or traded in the over-the-counter market and whose price is regularly quoted in recognized national quotation services;

6.1.2.5 a mere change in the form, method or status of ownership, as long as there is no change in the actual beneficial ownership of the Existing Lease, Lessee or a Major Sublease, and such transfer does not involve an intent to avoid Lessee’s obligations under this Section 6 with respect to a Change of Ownership;

6.1.2.6 any transfer resulting from a Condemnation by County;
or

6.1.2.7 a foreclosure of the “Deed of Trust” referenced in the Lender Consent attached to this Renewal Agreement or a voluntary

conveyance of Lessee's leasehold interest under the Existing Lease to the Encumbrance Holder (or its affiliate) of such Deed of Trust in lieu of such foreclosure.

6.1.3 Aggregate Transfer. "**Aggregate Transfer**" shall refer to the total percentage of the shares of stock, partnership interests, membership interests or any other equity interests (which constitute beneficial interests in Lessee or a Major Sublessee, as applicable) transferred or assigned in one transaction or a series of related transactions (other than those enumerated in Subsection 6.1.2) occurring since the later of (a) the date of this Renewal Agreement, (b) the execution by Lessee of a Major Sublease, or (c) the most recent Change of Ownership upon which an Administrative Charge was paid to County; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of Aggregate Transfer.

6.1.4 Beneficial Interest. As used in this Lease, "**beneficial interest**" shall refer to the ultimate direct or indirect ownership interests in Lessee (or a Major Sublessee, as applicable), regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies or trusts.

6.1.4.1 Interests Held By Entities. Except as otherwise provided herein, an interest in Lessee, the Existing Lease or a Major Sublease held or owned by a partnership, limited liability company, corporation or other entity shall be treated as owned by the partners, members, shareholders or other equity holders of such entity in proportion to their respective equity interests, determined by reference to the relative values of the interests of all partners, members, shareholders or other equity holders in such entity. Where more than one layer of entities exists between Lessee or a Major Sublessee, as applicable, and the ultimate owners, then the foregoing sentence shall be applied successively to each such entity in order to determine the ownership of the beneficial interests in Lessee, the Existing Lease or a Major Sublease, as appropriate, and any transfers thereof. Notwithstanding any contrary provision hereof, no limited partner, member or shareholder having a direct or indirect ownership interest in Lessee or a Major Sublease shall have any liability to County under this Lease.

6.1.4.2 Ownership of Multiple Assets. The proceeds of any event constituting or giving rise to a Change of Ownership shall be apportioned to the Existing Lease or a Major Sublease, whichever is applicable, and to any other assets transferred in the same transaction in proportion to the relative fair market values of the respective assets transferred. The Net Proceeds Share shall be calculated only by reference to

the amount of such proceeds apportioned to the Existing Lease, a Major Sublease or the beneficial interests therein, as applicable.

6.2 Calculation and Payment. A deposit of Fifteen Thousand Dollars (\$15,000) toward the Administrative Charge shall be due and payable upon Lessee's notification to County of the proposed Change of Ownership (other than an Excluded Transfer) or Financing Event and request for County's approval thereof. If the transaction is approved, the balance of the Administrative Charge, if any, and the Net Proceeds Share shall be due and payable concurrently with the consummation of the transaction constituting the Change of Ownership (other than an Excluded Transfer) or Financing Event giving rise to the obligation to pay such fee, regardless of whether or not money is transferred by the parties in connection with such consummation. If County disapproves the proposed transaction then, within thirty (30) days after notice of its disapproval, County shall deliver to Lessee a written notice setting forth the Administrative Charge, together with a refund of the amount, if any, of the deposit in excess of the Administrative Charge otherwise allowable under Section 6.1. In the event that the Administrative Charge exceeds the deposit, then Lessee shall pay County the balance of the Administrative Charge otherwise allowable under Section 6.1 within thirty (30) days after receipt of the notice from County setting forth the Administrative Charge and any supporting documentation reasonably requested by Lessee within five (5) business days after its receipt of such notice. Together with its request for County approval of the proposed transaction, Lessee, a Major Sublessee or the holder of a beneficial interest in the Existing Lease or a Major Sublease, as applicable, shall present to County its calculation of the Net Proceeds Share (if any) anticipated to be derived therefrom, which shall include the adjustment to Improvement Costs, if any, which may result from the payment of such Net Proceeds Share ("**Calculation Notice**"). Each Calculation Notice shall contain such detail as may be reasonably requested by County to verify the calculation of the Net Proceeds Share. Within thirty (30) days after the receipt of the Calculation Notice and all information or data reasonably necessary for County to verify the calculations within the Calculation Notice, County shall notify the party giving the Calculation Notice as to County's agreement or disagreement with the amount of the Net Proceeds Share set forth therein or the related adjustment of Improvement Costs, if any. If County disagrees with the amounts set forth in the Calculation Notice, County shall provide Lessee with the reason or reasons for such disagreement. Failing mutual agreement within thirty (30) days after the expiration of County's thirty (30) day review period, the dispute shall be resolved by arbitration in accordance with the terms and provisions set forth in Article 16 of the Restated Lease in the manner prescribed therein for the resolution of disputes concerning Fair Market Rental Value. In the event County approves a Change of Ownership or Financing Event but a dispute exists as to the Net Proceeds Share in respect thereof or the related adjustment, if any, in Improvement Costs, then the transaction may be consummated after County has disapproved Lessee's Calculation Notice; provided, however, that (i) Lessee shall remit to County as otherwise required hereunder the undisputed portion of the Net Proceeds Share and (ii) Lessee shall deposit the disputed portion of the Net Proceeds Share into an interest bearing escrow account at the closing of the transaction, which portion shall be distributed in accordance with the arbitration of the dispute pursuant to the terms and provisions set forth in Article

16 of the Restated Lease, in the manner prescribed therein for the resolution of disputes concerning Fair Market Rental Value.

6.2.1 Transfer of Less Than Entire Interest. Where a Change of Ownership has occurred by reason of the transfer of less than all of an owner's beneficial interest in Lessee or a Major Sublessee, the Net Proceeds Share shall be due and payable with respect to those portions of such beneficial interest that have been acquired by the transferee since the latest of (a) the date of this Renewal Agreement, or (b) the date of the most recent event creating Lessee's obligation to pay a Net Proceeds Share (including without limitation an approval by County of a transfer at a price which falls below the threshold for paying a Net Proceeds Share) with respect to the Existing Lease, a Major Sublease or a Change of Ownership that included a transfer of the beneficial interest that is the subject of the current transfer.

6.2.2 Purchase Money Notes. If the transferor of an interest accepts a note made by the transferee of such interest in payment of all or a portion of the acquisition cost (a "**Purchase Money Note**"), such note shall be valued at its face amount; provided that if the interest rate on such Purchase Money Note is in excess of a market rate, then the value of such note shall be increased to reflect such above-market rate. Any disputes between County and Lessee as to whether the interest rate on a Purchase Money Note is in excess of a market rate or with respect to the valuation of a Purchase Money Note with an above-market rate of interest, shall be settled by arbitration pursuant to the terms and provisions set forth in Article 16 of the Restated Lease.

6.2.3 Obligation to Pay Net Proceeds Share and Administrative Charge. With respect to a Change of Ownership giving rise to the Administrative Charge and Net Proceeds Share, the obligation to pay the Administrative Charge and Net Proceeds Share shall be the obligation of Lessee, and in the case in which the identity of the Lessee changes with the transfer, shall be the joint and several obligation of both the Lessee entity prior to the transfer and the Lessee entity after the transfer. In the event that the Administrative Charge or Net Proceeds Share is not paid when due with respect to the beneficial interest in the Existing Lease, then such failure shall constitute a default by Lessee under the Existing Lease and County shall have the remedies applicable under the Existing Lease for a default by Lessee under the Existing Lease.

6.3 Net Proceeds Share. In the event of a Change of Ownership, the "**Net Proceeds Share**" shall be the amount by which the greater of the following exceeds the Administrative Charge paid by Lessee to County in connection with such Change of Ownership: (a) the lesser of (i) the Net Transfer Proceeds from such Change of Ownership, or (ii) two percent (2%) of the Gross Transfer Proceeds from such Change of Ownership; or (b) eight percent (8%) of the Net Transfer Proceeds from such Change of Ownership.

With respect to a Financing Event, the "Net Proceeds Share" shall be the amount (if any) by which (I) twenty percent (20%) of the Net Refinancing Proceeds from such Financing Event exceeds (II) the Administrative Charge paid by Lessee to County in connection with the transaction.

"Gross Transfer Proceeds" shall mean an amount equal to the gross sale or transfer proceeds and other consideration given for the interests transferred (but in the case of a transfer to a party affiliated with or otherwise related to the transferor which constitutes a Change of Ownership that is not an Excluded Transfer, such consideration shall in no event be deemed to be less than the fair value of the interests transferred).

Notwithstanding any contrary provision of this Section 6.3, in the calculation of Net Transfer Proceeds and Net Refinancing Proceeds derived from a Change of Ownership or Financing Event, as applicable, pursuant to the remaining provisions of Section 5.3 below, there shall be no duplication of any amounts to be subtracted from Gross Transfer Proceeds or the gross principal amount of any Financing Event (as applicable), even if a particular amount qualifies for subtraction under more than one category.

6.3.1 Transaction by Existing Lessee. In the case of a transfer by or with respect to the existing Lessee that executed this Renewal Agreement (as opposed to a transfer by a successor or assignee of Lessee, which is addressed in Subsection 6.3.2 below) constituting a Change of Ownership for which a Net Proceeds Share is payable, **"Net Transfer Proceeds"** shall mean the Gross Transfer Proceeds from the transfer, less the following costs with respect to Lessee (but not its successors or assignees):

6.3.1.1 The sum of (a) Thirty-Four Million Four Hundred Six Thousand Five Hundred Ninety-Four Dollars (\$34,406,594.00), plus (b) the amount of the Option Fee paid by Lessee under the Option Agreement and the Option Extension Fee paid by Lessee under this Renewal Agreement, plus (c) actual out-of-pocket costs incurred by Lessee for its third party consultants and attorneys in connection with the negotiation and consummation of the Option Agreement and the Restated Lease, plus (d) the Actual Costs reimbursed by Lessee to County in connection with the negotiation and consummation of the Option Agreement (the sum of the amounts in (a), (b), (c) and (d) are referred to as the **"Base Value"**), plus (e) the final actual out-of-pocket design, permitting, entitlement and construction costs paid by Lessee in connection with physical capital Improvements or Alterations to the Premises constructed by Lessee after the date of this Renewal Agreement and prior to the date of the transfer, in compliance with the Existing Lease, which costs have been submitted to County within ninety (90) days after the completion of such Improvements (or in the case of phased construction, within ninety (90) days after the completion of the applicable phase of such Improvements), together with a written certification from Lessee and Lessee's construction lender that such costs are accurate, and which costs shall have been approved in writing by Director (the amounts described in this clause (e)

are referred to as "**Improvement Costs**"). Without limitation of the immediately preceding sentence, Improvement Costs shall include all actual out-of-pocket hard and soft construction costs paid to unaffiliated third parties (except that Lessee shall be entitled to include, to the extent actually incurred, construction management and/or development fees paid to an affiliate as long as the total amount of all construction management, development and similar fees paid to unaffiliated and affiliated parties does not exceed an aggregate of four percent (4%) of the hard construction costs), and actual construction period interest on Lessee's construction loan from an unaffiliated third party lender.

6.3.1.2 Commissions, title and escrow costs, legal fees and expenses, and other bona fide closing costs actually paid to third parties and documented to the satisfaction of Director, which costs were directly attributable to the consummation of the particular transaction giving rise to the obligation to pay County a Net Proceeds Share (collectively, "**Documented Transaction Costs**").

6.3.1.3 That portion of the principal amount of any Financing Event after the date of this Renewal Agreement that constituted Net Refinancing Proceeds on which Lessee paid County a Net Proceeds Share.

6.3.2 Transfer by Lessee's Successor. In the case of a transfer by or with respect to a successor or assignee of the existing Lessee that executed this Renewal Agreement, "Net Transfer Proceeds" shall mean the Gross Transfer Proceeds received by that successor or assignee, minus the following costs with respect to such successor Lessee:

6.3.2.1 The greatest of (a) the sum of the Base Value, plus Improvement Costs incurred subsequent to the date of this Renewal Agreement but prior to the acquisition of the leasehold interest by such successor, (b) the purchase price such successor paid to Lessee or such successor's seller for the interest acquired or (c) the original principal amount of any Financing Event or Financing Events (on a non-duplicative basis) after such successor Lessee's acquisition of the leasehold, and with respect to which County was paid a Net Proceeds Share, plus the principal amount of any financing existing as of the date on which such seller acquired the leasehold or subsequently obtained by Lessee, if such financing has not been refinanced, but without duplication;

6.3.2.2 Improvement Costs actually paid by such successor Lessee after such successor Lessee's acquisition of its leasehold interest in the Premises (but not duplicative of the principal amount of any Financing Event described in clause 6.3.2.1(c) above, the proceeds of which were used to fund such Improvement Costs); provided that such costs have been submitted to County, with an appropriate lender and Lessee certification, as provided in Subsection 6.3.1.1; and

6.3.2.3 Documented Transaction Costs with respect to the transfer of the interest by the successor.

6.3.3 Transfers of Major Sublessee's Interest. With respect to any Change of Ownership described in Subsection 6.1.1(b), Subsections 6.3.1 and 6.3.2 shall apply, except that any rents or other amounts received by Lessee from the Major Sublessee a percentage of which is passed through to County under any provision of the Existing Lease (other than payment of Net Proceeds Share) shall be disregarded in the computation of Net Transfer Proceeds.

6.3.4 Other Transfers. With respect to any Change of Ownership that is not an Excluded Transfer and is not described in Subsections 6.3.1 through 6.3.3 (e.g., a transfer of an interest in an entity holding a direct or indirect ownership interest in this Lease or in a Major Sublease), Subsections 6.3.1 and 6.3.2 shall apply to such Change of Ownership, except that in lieu of deducting the Base Value and Improvement Costs in determining Net Transfer Proceeds, the cost to the transferor of the interest being transferred or which was transferred in the past but constitutes a portion of an Aggregate Transfer (which cost shall in no event be deemed to be less than a pro rata share of the Base Value and Improvement Costs (or following a transfer by the existing Lessee that executed this Renewal Agreement, such cost shall in no event be deemed to be less than a prorata share of the sum of Subsections 6.3.2.1 plus 6.3.2.2 as of the respective date of the transfer of each interest in the aggregation pool)) shall be deducted. Furthermore, in the event that any such Change of Ownership produces a Net Proceeds Share, the then existing Improvement Costs shall be increased by an appropriate amount to reflect the basis on which the Net Proceeds Share was calculated, and the basis of the interest that was transferred and for which a Net Proceeds Share was paid shall also be increased for subsequent transfers of the same interest, as if realized by Lessee upon a transfer of a comparable interest in the Existing Lease or in a Major Sublease, as applicable.

6.3.5 Net Refinancing Proceeds. "Net Refinancing Proceeds" shall mean the gross principal amount of any Financing Event after the date of this Renewal Agreement, plus in the case of secondary financing the original principal balance of any existing financing that is not repaid as a part of such secondary financing, minus (a) the greatest of (i) the Base Value, (ii) the original principal amount of any subsequent refinancing by Lessee in connection with which County was paid a share of Net Refinancing Proceeds (plus if the financing described in this clause (ii) was secondary financing, the original principal balance of any then existing financing that was not repaid as a part of such secondary financing), or (iii) in the case of a successor Lessee the purchase price such successor paid to Lessee or such successor's seller for the interest acquired, (b) any portion of the proceeds of the Financing Event which shall be used for Improvement Costs incurred after the date of this Renewal Agreement, (c) other Improvement Costs incurred by Lessee after the date of this Renewal Agreement and not paid for or repaid with the proceeds of any Financing Event, and (d) Documented Transaction Costs with respect to such Financing Event.

6.3.6 Transfers to which Sections 6.1 through 6.3 Apply. The provisions of Sections 6.1 through 6.3 hereof shall apply to all transfers of beneficial interests in the Existing Lease or a Major Sublease which constitute a Change of Ownership, unless such transfers are otherwise excluded pursuant to this Lease. Furthermore, the provisions of Sections 6.1 through 6.3 hereof, and the principles set forth therein, shall apply to any transfer or series of transfers primarily structured for the purpose of avoiding the obligation to pay Net Proceeds Share set forth in Sections 6.1 through 6.3 of this Renewal Agreement and which, viewed together, would otherwise constitute a Change of Ownership.

6.3.7 Payment. Net Proceeds Share shall be due and payable concurrently with the transfer giving rise to the obligation to pay such share and shall be the joint and several obligation of the transferee and transferor. Net Proceeds Share not paid when due shall be subject to a late fee of six percent (6%) of the amount due, together with interest on such Net Proceeds Share at the Applicable Rate from the date due until paid; provided, however, that in the case of a dispute as to the correct amount of the Net Proceeds Share there shall be no late fee payable as long as Lessee timely pays to County the undisputed portion of the Net Proceeds Share and deposits the disputed portion thereof in an interest bearing escrow account at the closing of the transaction (or delivers to County a letter of credit or other security reasonably acceptable to County in the amount of such disputed portion) to secure payment thereof. In the event that the proceeds of the transaction giving rise to the obligation to pay Net Proceeds Share are comprised, in whole or in part, of assets other than cash, then the cash payment of the Net Proceeds Share shall reflect the fair market value of such non-cash assets as of the date of the Change of Ownership, which shall be set forth in the Calculation Notice. Notwithstanding the foregoing, in the case of a Change of Ownership described in Subsection 6.1.1(b), the Net Proceeds Share shall be payable to County as and when the Net Transfer Proceeds are received, with the Net Proceeds Share being equitably apportioned to the payments derived by Lessee from said Change of Ownership (other than any payments passed through to County under this Lease).

6.3.8 Shareholder, Partner, Member, Trustee and Beneficiary List. As part of the submission for approval of a Change of Ownership or Financing Event, and upon the request of County (which requests shall be no more frequent than once per year), Lessee shall provide County with an updated schedule listing the names and mailing addresses of (i) all shareholders, partners, members and other holders of equity or beneficial interests in Lessee, the Existing Lease or the Major Sublessee under any Major Sublease, and (ii) all shareholders, partners, members and other holders of equity or beneficial interests in any of the constituent shareholders, partners, members or other holders of equity or beneficial interests in Lessee or any Major Sublessee under any Major Sublease, if such interest exceeds a five percent (5%) or greater beneficial interest in Lessee or the Major Sublessee under a Major Sublease. In the event that such shareholder, partner, member or other interest holder is a trust, Lessee shall include in such schedule the name and mailing address of each trustee of said trust, together with the

names and mailing addresses of each beneficiary of said trust with greater than a five percent (5%) actuarial interest in distributions from, or the corpus of, said trust; provided, however, that to the extent that Lessee is prevented by Applicable Laws from obtaining such information regarding the beneficiaries of said trust(s), Lessee shall have complied with this provision if Lessee uses its commercially reasonable efforts to obtain such information voluntarily and provides County with the opportunity to review any such information so obtained. Lessee agrees to use its best efforts to provide County with any additional information reasonably requested by County in order to determine the identities of the holders of five percent (5%) or greater beneficial interests in Lessee or a Major Sublessee.

6.4 Effect Upon Sections 4.6 through 4.8 of the Restated Lease of Changes of Ownership That Occur During the Option Term.

6.4.1 If a Change of Ownership occurs during the Option Term upon which a Net Proceeds Share is payable under this Section 6 and the Gross Transfer Proceeds from such Change of Ownership exceed Thirty-Four Million Four Hundred Six Thousand Five Hundred Ninety-Four Dollars (\$34,406,594.00), then for purposes of the Restated Lease, the amount set forth in clause (a) of Section 4.8.1.1 of the Restated Lease shall be modified to equal the Gross Transfer Proceeds from such Change of Ownership that occurred during the Option Term.

6.4.2 No Changes of Ownership that occur during the Option Term shall constitute a Change of Ownership under the Restated Lease for purposes of the second sentence of the first paragraph of Section 4.8 of the Restated Lease.

7. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by County in connection with the review, negotiation, preparation and documentation of this Renewal Agreement and the matters addressed herein.

8. Entire Agreement. This Renewal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous negotiations, communications or understandings between the parties, whether oral or written, with respect to the subject matter set forth herein.

9. No Other Modifications. County and Lessee acknowledge and agree that the Option Agreement is in full force and effect, unmodified except as set forth in this Renewal Agreement.

10. Counterparts. This Renewal Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

11. Representation Regarding Existing Encumbrances. Lessee represents and warrants to County that as of the date of this Renewal Agreement there are no deeds of

trust, mortgages or other security interests that encumber Lessee's interest in the Existing Lease or the Premises other than the "Deed of Trust" referenced in the Lender Consent attached to this Renewal Agreement. The renewal of the Option Agreement and the extension of the Option Term set forth herein are contingent upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution by the beneficiary of such Deed of Trust and delivery to County of such executed Lender Consent concurrent with the execution and delivery of this Renewal Agreement by Lessee and County.

SIGNATURES ON FOLLOWING PAGE

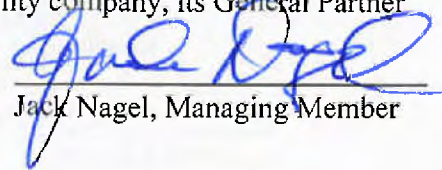
IN WITNESS WHEREOF, County and Lessee have entered into this Renewal Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

NF MARINA LP, a California limited partnership

By: NFM LLC, a California limited liability company, its General Partner

By: 
Jack Nagel, Managing Member

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

LENDER CONSENT


The undersigned represents that it is the current beneficiary under that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement with Fixture Filing dated as of October 6, 2005, and recorded in the Official Records of Los Angeles County, California on October 12, 2005 as Instrument No. 05-2456528 (the "Deed of Trust"). As such beneficiary the undersigned hereby consents to the foregoing Renewal of Option to Amend Lease Agreement and agrees that the Deed of Trust is subject and subordinate to such Renewal of Option to Amend Lease Agreement.

PB CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent

By: 

Name: Larney J. Bisbano

Title: Senior Director

By: 

Name: Carol Chen

Title: Managing Director



To enrich lives through effective and caring service



October 6, 2011

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

TO: Small Craft Harbor Commission

FROM: ^{Gary Jones} for Santos H. Kreimann, Director

SUBJECT: **ITEM 7a - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On September 13, 2011, the Board approved the new lessee for Marina del Rey Parcel 7, Tahiti Marina Apartments and Docks, LLC.

On October 4, 2011, the Board approved the Renewal of Option to Amend Lease Agreement granting to the current lessee of Parcel 21, Holiday-Panay Way Marina, LP, an extension for up to 66 months from September 30, 2011, to obtain the remaining regulatory approvals and satisfy the other conditions to the exercise of the option.

Also on October 4, 2011, the Board approved the Renewal of Lease Option Agreement granting to the proposed lessee of Parcel OT, MDR Oceana, LLC, an extension for up to 66 months from September 30, 2011, to obtain the remaining regulatory approvals and satisfy the other conditions to the exercise of the option.

Also on October 4, 2011, the Board approved Oxford Retention Basin Multiuse Project proposal for inclusion in the State of California's Coastal Impact Assistance Plan to enable the County to fully receive and administer an estimated \$1,500,000 in funds from the U.S. Department of the Interior, which will be used by the Departments of Beaches and Harbors, Public Works and Regional Planning to mitigate the impacts of oil- and gas-production activities occurring off the Los Angeles County coast.

Also on October 4, 2011, the Board approved the project and adopted plans and specifications for the lining of sanitary sewer manholes for Marina del Rey Sanitary Sewer Manhole Lining - Phase III project, in the unincorporated community of Marina del Rey, at an estimated cost between \$600,000 and \$675,000; set November 1, 2011 for bid opening; and found that the project is exempt from the California Environmental Quality Act.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey issues were heard or placed on the agenda since the last Small Craft Harbor Commission meeting.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

The Court entered a judgment on September 26, 2011 consistent with the tentative ruling issued on July 28, 2011 which barred the City of Los Angeles from building a new 54-inch sewer main from Venice to Playa del Rey through unincorporated Marina del Rey when another comparable route along Pacific Avenue in city territory exists.

OXFORD BASIN PROJECT UPDATE

On October 4, 2011 the Board approved Oxford Retention Basin Multiuse Project proposal for inclusion in the State of California's Coastal Impact Assistance Plan to enable the County to fully receive and administer an estimated \$1,500,000 in funds from the U.S. Department of the Interior. DPW reported that the Sediment and Water Quality Characterization Study and the biological study have been completed. It is anticipated that the Phase II soil investigation (underway now) will be completed by October 2011, and the 60% design plans will be completed by December 2011. A consultant has been hired to start the environmental review process. The project is scheduled for completion in early 2014.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

DESIGN CONTROL BOARD MINUTES

There were no DCB meetings in August and September and the minutes for the July meeting have not yet been approved.

UNLAWFUL DETAINER ACTIONS

For the month of September 2011, there were no unlawful detainer lawsuits reported by the lessees.

BIKE ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH

The County's Regional Planning Commission (RPC) will conduct a public hearing on the proposed Bicycle Master Plan on **November 16, 2011, at 9:00 a.m. in Room 150, 320 West Temple Street, Los Angeles, California 90012**. Interested persons will be given an opportunity to testify or submit written comments concerning this project as well as the Draft Environmental Impact Report that was previously released for public comment. The public comment period has been extended to November 10, 2011. Attached is a copy of the notice of the RPC's meeting.

Small Craft Harbor Commission

October 6, 2011

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MARINA DEL REY SLIP VACANCY REPORT

The overall vacancy percentage across all anchorages in Marina del Rey stood at 16.74% for September 2011. Vacancies in the various size classifications are separated by anchorage and are provided in the document attached.

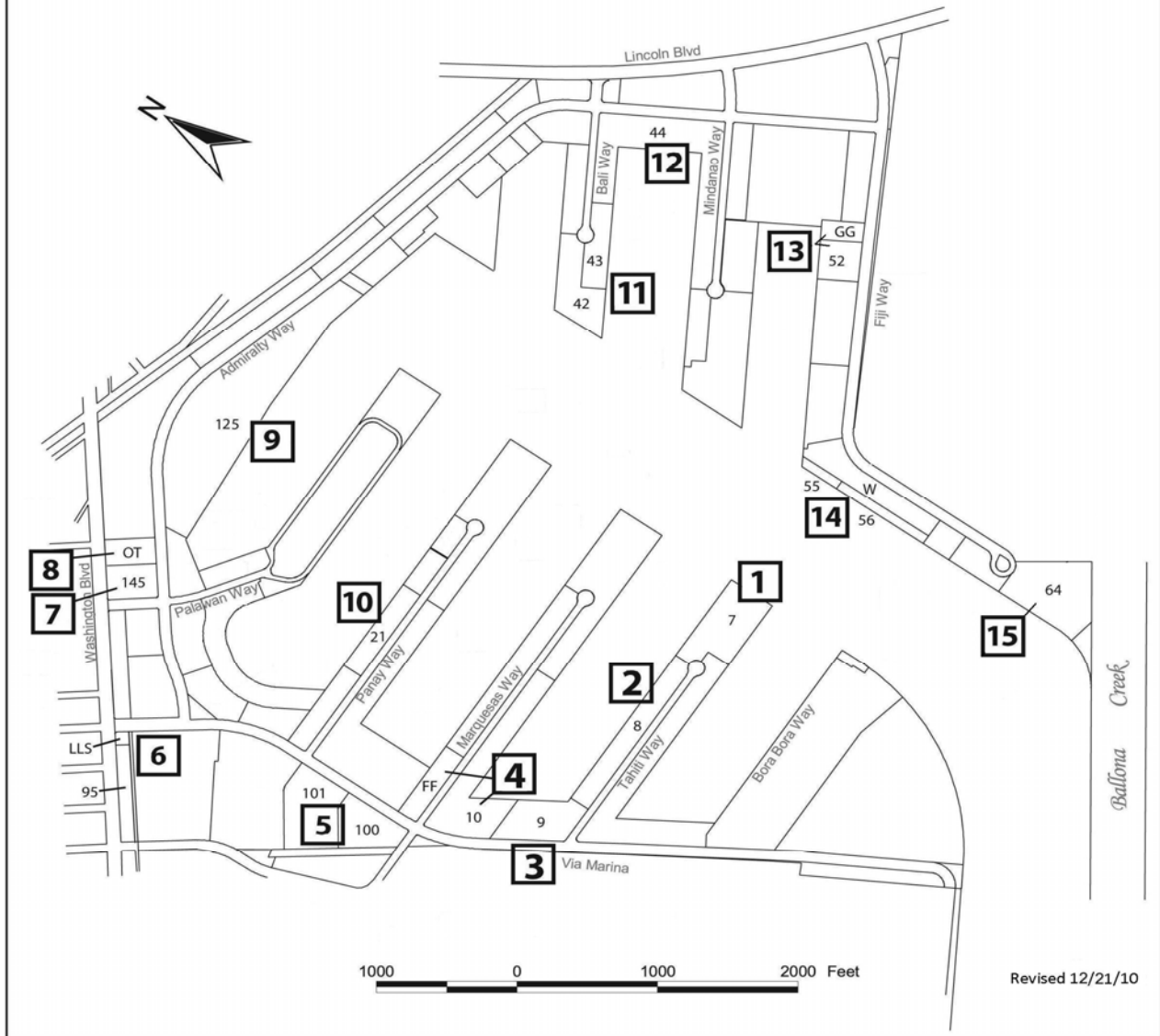
SHK:mk

Attachments (3)

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of October 4, 2011

| Map Key | Parcel No. -- Project Name/Lessee | Lessee Name/ Representative | Redevelopment Proposed | Massing and Parking | Status | Regulatory Matters |
|---------|--|--------------------------------|--|--|--|---|
| 1 | 7 -- Tahiti Marina/K. Hakim | Kamran Hakim | * Complete leasehold refurbishment; 149 apartments * Relocate landside boater facilities * 214 slips + 9 end ties will not be reconstructed at this time | Massing -- 3 stories, 36'-7" in height Parking -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown. | Proprietary -- BOS action on term sheet on 9/29/09. Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certified MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept was approved as submitted without conditions on 12/15/10. DRP Site Plan application approved on 1/20/11. Plans currently in review by B&S for building permit. | No Variance proposed |
| 2 | 8 -- Bay Club/ Decron Properties | David Nagel | * Building renovation; 205 apartments * 207 slips + 11 end ties will be reconstructed | Massing -- Two 3-story residential buildings over parking; 41' and 48' Parking -- 315 residential parking spaces and 172 slip parking spaces | Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. Regulatory -- DCB continued from July 2008 with conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks approved by CCC on 12/15/10. DCB final design for site renovation will be considered on 10/19/11. | No Variance proposed |
| 3 | 9 -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels | Ron Nehring | * Massing will change after 4/26/11 BOS hearing. Previously: 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * 6-story parking structure containing 360 spaces * New public transient docks * 28 foot-wide waterfront promenade * Wetland park | Massing -- Massing will change after 4/26/11 BOS hearing. Previously: 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half Parking -- All project required parking to be located on site | Proprietary -- Term sheet action by BOS February 2007 Regulatory -- DCB initial hearing May 2006, conceptual approval on June 2006. RPC filing on November 2006. RPC continued the item from 10/29/08, and on 10/14/09 requested a DCB review for promenade improvements prior to returning on 2/3/10. DCB approval of promenade improvements on 12/17/09. RPC continued item on 2/3/10. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS; on April 26, 2011, the BOS asked that the remodified hotel design return to RPC and DCB for reconsideration. | CDP required from CCC for waterside improvements |
| 4 | 10/FF -- Neptune Marina/ Legacy Partners | Sean McEachorn | * 526 apartments * 161-slip marina + 7 end-ties * 28 foot-wide waterfront promenade * Replacement of public parking both on and off site | Massing -- Four 55' tall clustered 4-story residential buildings over parking with view corridor Parking -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site) | Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008. SCHC voted on 8/10/11 to support recommendation for renewal of the lease agreement. Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006; Scoping meeting held on April 23, 2007. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; on April 26, 2011, the BOS approved the project and certified the EIR. LCP map and text amendment will be heard by CCC during the October 2011 hearing. | LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones Parking permit to allow 103 replacement public parking spaces off site Variance for enhanced signage and reduced setbacks |
| 5 | 100/101 -- The Shores/ Del Rey Shores | Jerry Epstein/ David Levine | * 544-unit apartment complex * 10 new public parking spaces | Massing -- Twelve 75' tall 5-story residential buildings Parking -- All parking required of the project to be located on site plus 10 public beach parking spaces | Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09. BOS approved modifications to the form of Amended and Restated Lease Agreement on 2/15/11. Regulatory -- DCB concept approval 1/20/05. RPC approval June 2006; BOS heard appeal February 2007; and approved project March 2007. DCB final review 7/19/07. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08. Building permit issued 3/3/11; construction started 3/18/11. | Variance for enhanced signage |
| 6 | 95/LLS -- Marina West Shopping Center/Gold Coast | Michael Pashaie/ David Taban | *23,500 square feet of commercial/retail/restaurant and public park component. | Massing -- Single story buildings Parking -- All parking required of the project to be located on site | Proprietary -- New Term sheet to be negotiated. Regulatory -- To be determined. | No Variance proposed |
| 7 | 145 -- Marina International Hotel/ IWF Marina View Hotel | Dale Marquis | * Complete renovation of 134 rooms | Massing -- Two 3-story buildings, 42' and five 1-story bungalows, 22' Parking -- 208 parking spaces. | Proprietary -- BOS action on term sheet on 2/16/10. BOS extended the lease term for 39 years on 2/08/11. Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. SCHC reviewed MND on 12/14/10. BOS certified the MND on 2/08/11. Site Plan Review application approved by DRP on 4/20/11. DCB approval of final disign granted on 7/20/11. | No Variance proposed |
| 8 | OT -- Oceana Retirement Facility/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | * 114-unit congregate care units plus ancillary uses * 3,500 square feet of retail space * Replacement of 92 public parking spaces on site * Public accessway from Washington to Admiralty | Massing -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall Parking -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach) | Proprietary -- Lease documents approved by BOS July 2008. Aproval of Renewal of Lease Option Agreement for a 66-month extension approved by BOS on 10/4/11. Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC continued project on 10/21/09 to 12/16/09. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; On April 26, 2011, the BOS approved the project and certified the EIR; LCP map and text amendment will be heard by CCC during the October 2011 hearing. | LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones Parking permit for senior retirement facility and to allow some replacement public parking off site. No Variance proposed |
| 9 | 125 -- Marina City Club | Karen Seemann | * 282 slip marina will be reconstructed * Marina Walk and fire access improvements with new pavers, railing, landscape and pedestrian amenities. | Massing -- No modifications to existing buildings proposed. Parking -- Existing 361 shared parking spaces will remain unchanged. | Proprietary -- Lease amendment adopted by BOS on 7/6/10. Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement is included in the County's master waterside CDP application to CCC. Reconstruction of Marina Walk and docks is anticipated from September 2011 through August 2013. Final approval of promenade improvements granted by DCB on 3/16/11. | CDP for waterside is needed from Coastal Commission No Variance proposed |
| 10 | 21 -- Holiday Harbor Courts/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | <u>Phase 1</u> * 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office) * 92-slip marina * 28 foot-wide waterfront promenade and pedestrian plaza <u>Phase 2 (Parcel C)</u> * Westernmost portion of land to revert to County for public parking | Massing -- One 56' tall commercial building with view corridor/community park Parking -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking | <u>Phase 1</u> Proprietary -- Lease option documents approved by BOS July 2008. Aproval of Renewal of Lease Option Agreement for a 66-month extension approved by BOS on 10/4/11. Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10; on April 26, 2011, the BOS approved the project and certified the EIR. LCP map and text amendment will be heard by CCC during the October 2011 hearing. <u>Phase 2 (Parcel C)</u> DCB hearing March and April 2006 on transfer of leasehold to County. Item continued. | CDP for landside from Regional Planning CDP for waterside from Coastal Commission No Variance proposed |
| 11 | 42/43 -- Marina del Rey Hotel/ IWF MDR Hotel | Dale Marquis | * Complete renovation of existing 154-room hotel and new 277-slip marina. | Massing -- 36' tall hotel building Parking -- 372 Parking spaces | Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09. On 5/17/11 BOS approved Option to bifurcate Parcels 42 and 43 into separate leaseholds, expand Parcel 43 water premieses, and extend lease for 39 years. Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. MND public review period ended 12/20/10. SCHC reviewed MND and Option on 3/9/11. BOS certified MND on 5/17/11. | No Variance proposed |
| 12 | 44 - Pier 44/Pacific Marina Venture | Michael Pashaie/ David Taban | * Build 5 new visitor serving commercial and dry storage buildings * 91,090 s.f. visitor serving commercial space * 143 slips + 5 end ties and 234 dry storage spaces | Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65'5" tall. 771.5 lineal feet view corridor proposed Parking -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking | Proprietary -- Term sheet to be negotiated . Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised. | Shared Parking Agreement No Variance proposed |
| 13 | 52/GG -- Boat Central/ Pacific Marina Development | Jeff Pence | * 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. County boatwright facility | Massing -- 81.5' high boat storage building partially over water and parking with view corridor Parking -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56 | Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09. Regulatory -- DCB review continued on March 2007, project disapproved on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR agency review period 12/06/10 through 1/05/11. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11. Overall project has yet to be heard by BOS. LCP map and text amendment will be heard by CCC during the October 2011 hearing. | LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel. Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead |
| 14 | 55/56/W -- Fisherman's Village/ Gold Coast | Michael Pashaie/ David Taban | * 132-room hotel * 65,700 square foot restaurant/retail space * 30-slip new marina * 28 foot-wide waterfront promenade | Massing -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor Parking -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52 | Proprietary -- Lease extension Option approved by BOS December 2005. Option expired Regulatory -- DCB review continued on May 2006, conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review. | Shared Parking Agreement Variance for reduced setbacks (side and waterfront) |
| 15 | 64 -- Villa Venetia/ Lyon | Peter Zak | * Complete leasehold renovation | Massing -- Existing 224 units in 3 stories with portions over parking Parking -- All parking located on site | Proprietary -- BOS action on term sheet on 2/2/10. BOS approved assignment of Lease Option to Archstone Property Holdings, LLC., and extension of the Option Agreement expiration date to 12/31/11. Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP approved 11/9/10. DCB final concept approved 11/17/10. | No Variance proposed |

PROJECT STATUS REPORT - KEY



NOTICE OF PUBLIC HEARING



COUNTY OF LOS ANGELES BICYCLE MASTER PLAN



PROJECT NO. R2011-00874
ADVANCE PLANNING CASE NO. 201100008
PLAN AMENDMENT CASE NO. 201100005
ENVIRONMENTAL CASE NO. 201100124

Notice of Public Hearing

Notice is hereby given that the County of Los Angeles (County) Regional Planning Commission (Commission) will conduct a public hearing concerning a proposed Bicycle Master Plan on **November 16, 2011, at 9:00 a.m. in Room 150, 320 West Temple Street, Los Angeles, California 90012**. Interested persons will be given an opportunity to testify or submit written comments concerning this project as well as the Draft Environmental Impact Report (EIR) that was previously released for public comment. Notice of this public hearing will also be provided in the LA Times and La Opinión newspapers.

The Commission may continue the public hearing concerning this project to a future date. **This is the only mailed notice you will receive. If you wish to receive mailed notice of future public hearings before the Commission, please contact us (see reverse side).** Following Commission approval of this project, the County Board of Supervisors will conduct a public hearing concerning this project.

Note: If you challenge a County action in court, you may be limited to raising only those issues you or someone else raised at the public hearings or in written correspondence delivered at, or prior to, the public hearings.

Proposed Project

The proposed Bicycle Master Plan would replace the 1975 Plan of Bikeways. The Bicycle Master Plan proposes a vision for a diverse regional bicycle system of interconnected bicycle corridors, support facilities, and programs to make bicycling more practical and desirable to a broader range of people in the County. It is intended to guide the development and maintenance of a comprehensive bicycle network and establish a set of programs throughout the County's unincorporated communities for the next 20 years.

Environmental Document

The County of Los Angeles, as the lead agency through its Department of Public Works, has completed the Draft EIR for the Bicycle Master Plan and issued a Notice of Availability on August 9, 2011. **The County previously extended the public review and comment period for this Draft EIR which started on August 9, 2011, through November 10, 2011.** The Draft EIR is available for review at the Department of Public Works, Programs Development Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803.

(two-sided document)

Project Location

The Bicycle Master Plan includes recommendations for an expanded bikeway network along roadways in unincorporated communities and in areas where the County operates bicycle trails along rivers, creeks, and flood control facilities.

Reviewing Locations

Project materials including the Public Review Draft Bicycle Master Plan and Draft EIR are available for public review at <http://dpw.lacounty.gov/pdd/bikepath/bikeplan/>. The revised Draft Bicycle Master Plan incorporating public comments received to date will also be available at this website on October 17, 2011. Digital copies will be available at all County libraries. Documents will also be available for public review between 7:30 a.m. and 5:30 p.m. Monday through Thursday, at the Department of Public Works Headquarters building, Programs Development Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California. The Department of Public Works Headquarters building is closed on Fridays.

Contact Information

To obtain additional information regarding the Bicycle Master Plan or to send written comments, please contact Mr. Abu Yusuf, County Bicycle Coordinator, 900 South Fremont Avenue, 11th Floor, Alhambra, CA 91803, (626) 458-3940, e-mail at ayusuf@dpw.lacounty.gov

Parking and Transit Information

Bicycle Parking: A limited number of bicycle parking facilities are available adjacent to the Temple Street exit of the Civic Center Station of the Metro Red Line subway and on the surrounding streets.

Transit: Adjacent to the Civic Center Station of the Metro Red Line subway. The building is directly in front of the escalator at the Temple Street exit of the Civic Center Station.

Car Parking: Parking meters are located along Hill Street north of Temple Street. In addition, there are a number of private parking lots in the area including at the Cathedral of Our Lady of the Angels at the corner of Hill Street and Temple Street.

Si necesita asistencia con la traducción a Español, por favor comuníquese con el representante del departamento de Obras Públicas del Condado de Los Angeles, Sr. Art Correa al (626) 458-3948.



Upon 72 hours' notice, Public Works can provide program information and publications in alternate formats or make other accommodations for people with disabilities. In addition, program documents are available at our main office in Alhambra (900 S. Fremont Ave.), which is accessible to individuals with disabilities. To request accommodations ONLY or for more Americans with Disabilities Act information, please contact our departmental Americans with Disabilities Act Coordinator at (626) 458-4081 or by TDD (626) 282-7829, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.

Slip Count Survey-Vacancy
Marina del Rey
Sep-11

| | 18-25 | | | 26-30 | | | 31-35 | | | 36-40 | | | 41-45 | | | 46-50 | | | 51 & over | | | VACANT | AVAIL | TTL %VAC |
|--------------|------------|-------------|---------------|------------|-------------|---------------|------------|------------|---------------|-----------|------------|--------------|-----------|------------|--------------|-----------|------------|---------------|-----------|------------|---------------|------------|-------------|---------------|
| MARINA | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | VACANT | AVAIL | %VAC | | | |
| P7 | 0 | 8 | 0.00% | 1 | 80 | 1.25% | 1 | 44 | 2.27% | 3 | 42 | 7.14% | 1 | 12 | 8.33% | 1 | 7 | 14.29% | 5 | 21 | 23.81% | 12 | 214 | 5.61% |
| P8 | 0 | 0 | | 0 | 67 | 0.00% | 7 | 91 | 7.69% | 4 | 63 | 6.35% | 1 | 9 | 11.11% | 0 | 0 | | 0 | 0 | | 12 | 230 | 5.22% |
| P10 | 0 | 12 | 0.00% | 7 | 126 | 5.56% | 2 | 22 | 9.09% | 3 | 20 | 15.00% | 0 | 0 | | 0 | 0 | | 0 | 0 | | 12 | 180 | 6.67% |
| P12 | 0 | 0 | | 0 | 0 | | 0 | 30 | 0.00% | 7 | 53 | 13.21% | 4 | 58 | 6.90% | 6 | 44 | 13.64% | 5 | 31 | 16.13% | 22 | 216 | 10.19% |
| P13 | 0 | 0 | | 1 | 3 | 33.33% | 2 | 33 | 6.06% | 7 | 70 | 10.00% | 8 | 36 | 22.22% | 3 | 36 | 8.33% | 2 | 8 | 25.00% | 23 | 186 | 12.37% |
| P15 | 10 | 106 | 9.43% | 2 | 32 | 6.25% | 0 | 40 | 0.00% | 0 | 20 | 0.00% | 6 | 20 | 30.00% | 10 | 18 | 55.56% | 0 | 0 | | 28 | 236 | 11.86% |
| P18 | 17 | 198 | 8.59% | 12 | 68 | 17.65% | 0 | 41 | 0.00% | 1 | 39 | 2.56% | 1 | 26 | 3.85% | 5 | 18 | 27.78% | 0 | 34 | 0.00% | 36 | 424 | 8.49% |
| P20 | 9 | 42 | 21.43% | 7 | 59 | 11.86% | 1 | 21 | 4.76% | 0 | 9 | 0.00% | 0 | 8 | 0.00% | 0 | 0 | | 0 | 0 | | 17 | 139 | 12.23% |
| P21 | 67 | 121 | 55.37% | 12 | 51 | 23.53% | 0 | 0 | | 0 | 10 | 0.00% | 0 | 0 | | 0 | 0 | | 0 | 0 | | 79 | 182 | 43.41% |
| P28 | 0 | 0 | | 64 | 182 | 35.16% | 38 | 100 | 38.00% | 11 | 82 | 13.41% | 0 | 0 | | 2 | 9 | 22.22% | 0 | 2 | 0.00% | 115 | 375 | 30.67% |
| P30 | 0 | 8 | 0.00% | 7 | 70 | 10.00% | 5 | 51 | 9.80% | 0 | 33 | 0.00% | 0 | 26 | 0.00% | 0 | 52 | 0.00% | 4 | 55 | 7.27% | 16 | 295 | 5.42% |
| P41 | 8 | 90 | 8.89% | 8 | 24 | 33.33% | 6 | 34 | 17.65% | 0 | 0 | | 0 | 0 | | 0 | 0 | | 0 | 0 | | 22 | 148 | 14.86% |
| P42-43 | 50 | 109 | 45.87% | 46 | 120 | 38.33% | 16 | 70 | 22.86% | 7 | 36 | 19.44% | 0 | 0 | | 2 | 10 | 20.00% | 2 | 4 | 50.00% | 123 | 349 | 35.24% |
| P44 (P45) | 98 | 269 | 36.43% | 2 | 51 | 3.92% | 9 | 71 | 12.68% | 0 | 0 | | 0 | 0 | | 0 | 0 | | 0 | 0 | | 109 | 391 | 27.88% |
| P47 | 15 | 53 | 28.30% | 36 | 81 | 44.44% | 16 | 29 | 55.17% | 0 | 6 | 0.00% | 1 | 1 | ##### | 1 | 1 | 100.00% | 0 | 0 | | 69 | 171 | 40.35% |
| P53 | 0 | 34 | 0.00% | 0 | 23 | 0.00% | 0 | 37 | 0.00% | 0 | 9 | 0.00% | 0 | 0 | | 0 | 0 | | 0 | 0 | | 0 | 103 | 0.00% |
| P54 | 0 | 0 | | 0 | 3 | 0.00% | 0 | 0 | | 8 | 24 | 33.33% | 0 | 6 | 0.00% | 0 | 7 | 0.00% | 1 | 14 | 7.14% | 9 | 54 | 16.67% |
| P111 | 0 | 20 | 0.00% | 0 | 27 | 0.00% | 0 | 2 | 0.00% | 0 | 15 | 0.00% | 0 | 0 | | 0 | 8 | 0.00% | 9 | 39 | 23.08% | 9 | 111 | 8.11% |
| P112 | 1 | 100 | 1.00% | 0 | 0 | | 0 | 11 | 0.00% | 0 | 24 | 0.00% | 0 | 0 | | 0 | 0 | | 7 | 40 | 17.50% | 8 | 175 | 4.57% |
| P125I | 1 | 13 | 7.69% | 26 | 118 | 22.03% | 12 | 88 | 13.64% | 12 | 60 | 20.00% | 0 | 11 | 0.00% | 6 | 22 | 27.27% | 4 | 8 | 50.00% | 61 | 320 | 19.06% |
| P132 | 5 | 29 | 17.24% | 0 | 3 | 0.00% | 7 | 68 | 10.29% | 2 | 58 | 3.45% | 1 | 45 | 2.22% | 0 | 39 | 0.00% | 0 | 20 | 0.00% | 15 | 262 | 5.73% |
| | | | | | | | | | | | | | | | | | | | 39 | 276 | 14.13% | 39 | 276 | 14.13% |
| TOTAL | 281 | 1212 | 23.18% | 231 | 1188 | 19.44% | 122 | 883 | 13.82% | 65 | 673 | 9.66% | 23 | 258 | 8.91% | 36 | 271 | 13.28% | 39 | 276 | 14.13% | 797 | 4761 | 16.74% |

Of the 797 vacancies, 39 were due to slips being out of service and 70 are considered unrentable as they are one-half of a double slip